



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for 2011 Disabled Access Improvements, 100 Block West Elm Street and 111 North Stockton Street with A. M. Stephens Construction Company, Inc., of Lodi (\$59,572.30)

**MEETING DATE:** July 20, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for 2011 disabled access improvements, 100 block West Elm Street and 111 North Stockton Street with A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$59,572.30.

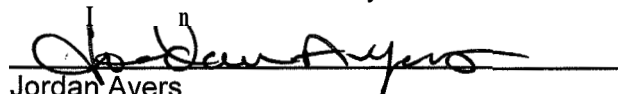
**BACKGROUND INFORMATION:** This project is part of the City of Lodi's 2010/11 Community Development Block Grant (CDBG) allocation and consists of the modification of existing parking stalls for the purpose of constructing Americans with Disabilities Act (ADA) compliant accessible parking stalls.

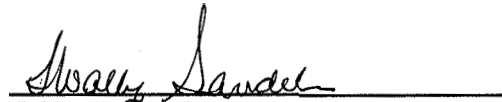
Plans and specifications for this project were approved on June 1, 2011. The City received the following four bids for this project on July 6, 2011.

Bidder	Location	Bid
Engineer's Estimate		\$ 86,987.30
A. M. Stephens Construction Company	Lodi	\$ 59,572.30
Diede Construction	Woodbridge	\$ 79,060.12
George Reed, Inc.	Modesto	\$ 82,811.00
FBD Vanguard Construction	Livermore	\$ 98,940.20

**FISCAL IMPACT:** There could be a slight increase in long-term maintenance costs due to the additional signage and striping.

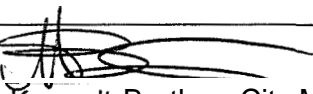
**FUNDING AVAILABLE:** 2010/11 American Recovery and Reinvestment Act CDBG Funds: \$140,000

  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer  
FWS/LC/pmf  
cc: Deputy Public Works Director - Utilities

APPROVED:

  
Konradt Bartlam, City Manager

**2011 DISABLED ACCESS IMPROVEMENTS  
100 Block West Elm Street and  
111 North Stockton Street**

**CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A. M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, which are filed in the Public Works Department and which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to modifying the existing six disabled vehicle parking stalls in the 100 block of West Elm Street with approximately 2500 square feet of new concrete and curbing to construct three disabled parking stalls and two standard parking stalls. The work also consist of modifying the existing parking lot at 111 North Stockton Street with approximately 550 square feet of new concrete to provide for two van accessible disabled parking stalls and other incidental and related work, all as shown on the plans and specifications for "2011 Disabled Access Improvements, 100 Block West Elm Street and 111 North Stockton Street".

#### CONTRACT ITEMS

##### 100 BLOCK OF WEST ELM STREET

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Saw Cut Concrete	LF	288	\$ 3.00	\$ 864.00
2.	Remove Sidewalk and Asphalt Concrete	SF	2,350	\$ 2.10	\$ 4,935.00
3.	Grind Asphalt Concrete	SF	1,370	\$ 3.40	\$ 4,658.00
4.	Remove Curb & Gutter	LF	114	\$ 5.00	\$ 570.00
5.	Root Surgery	EA	1	\$ 300.00	\$ 300.00
6.	Install Sidewalk	SF	358	\$ 5.50	\$ 1,969.00
7.	Install Handicap Ramp	SF	226	\$ 25.50	\$ 5,763.00
8.	Install Concrete Parking Area	SF	1,613	\$ 6.50	\$10,484.50
9.	Install Curb	LF	174	\$ 23.70	\$ 4,123.80

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
10.	Asphalt Concrete	SF	1,370	\$ 2.60	\$ 3,562.00
11.	Modify Tree Well	EA	1	\$ 1,000.00	\$ 1,000.00
12.	Furnish/Install Sign Posts and Signs	EA	3	\$ 340.00	\$ 1,020.00
13.	Miscellaneous Concrete Subgrade Compaction	SF	2,500	\$ 1.50	\$ 3,750.00
14.	Striping and Legends	LS	1	\$ 700.00	\$ 700.00
15.	Dust Control	LS	1	\$ 1,500.00	\$ 1,500.00
16.	Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00
				SUB TOTAL	\$46,699.30

111 NORTH STOCKTON STREET

1.	Remove Asphalt Concrete	SF	548	\$ 4.00	\$ 2,192.00
2.	Remove Curbing	LF	10	\$ 20.00	\$ 200.00
3.	Miscellaneous Concrete Subgrade Compaction	SF	571	\$ 4.00	\$ 2,284.00
4.	Install Concrete	SF	571	\$ 7.00	\$ 3,997.00
5.	Asphalt Concrete Patch Paving	LS	1	\$ 1,500.00	\$ 1,500.00
6.	Remove Striping	LS	1	\$ 340.00	\$ 340.00
7.	Striping and Legends	LS	1	\$ 340.00	\$ 340.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
8.	Furnish/Install Sign Posts and Signs	EA	3	\$ 340.00	\$ 1,020.00
9.	Dust Control	LS	1	\$ 1,000.00	\$ 1,000.00
SUB TOTAL					\$12,873.00

TOTAL AMOUNT FOR BOTH STREET AREAS:

100 BLOCK WEST ELM STREET AND  
111 NORTH STOCKTON STREET

TOTAL \$59,572.30

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 25 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:


\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney 

RESOLUTION NO. 2011-116

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING CONTRACT FOR THE 2011 DISABLED ACCESS  
IMPROVEMENTS, 100 BLOCK WEST ELM STREET AND  
111 NORTH STOCKTON STREET, AND FURTHER  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
CONTRACT

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 6, 2011, at 11:00 a.m., for the 2011 Disabled Access Improvements, 100 Block West Elm Street and 111 North Stockton Street, described in the plans and specifications therefore approved by the City Council on June 1, 2011; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
A. M. Stephens Construction Company	\$ 59,572.30
Diede Construction	\$ 79,060.12
George Reed, Inc.	\$ 82,811.00
FBD Vanguard Construction	\$ 98,940.20

WHEREAS, staff recommends awarding the contract for the 2011 Disabled Access Improvements, 100 Block West Elm Street and 111 North Stockton Street, to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$59,572.30.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2011 Disabled Access Improvements, 100 Block West Elm Street and 111 North Stockton Street to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$59,572.30, and further authorizes the City Manager to execute the contract.

Dated: July 20, 2011

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I hereby certify that Resolution No. 2011-116 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 20, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, Nakanishi, and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk